

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Dana Lockett aka Lockett-Smith
Debtor(s)

CHAPTER 13

PENNSYLVANIA HOUSING FINANCE AGENCY
Movant

vs.

NO. 17-13033 MDC

Dana Lockett aka Lockett-Smith
Debtor(s)

Karl Smith
Co-Debtor

William C. Miller Esq.
Trustee

11 U.S.C. Section 362 and 1301

**MOTION OF PENNSYLVANIA HOUSING FINANCE AGENCY
FOR RELIEF FROM THE AUTOMATIC STAY
UNDER SECTION 362 AND 1301**

1. Movant is PENNSYLVANIA HOUSING FINANCE AGENCY.
2. Debtor(s) and Co-Debtor, Karl Smith are the owners of the premises 5615 Arlington Street, Philadelphia, PA 19131, hereinafter referred to as the mortgaged premises.
3. Movant is the holder of a mortgage, original principal amount of \$136,451.00 on the mortgaged premises that was executed by Debtor Dana Lockett aka Lockett-Smith and Co-Debtor Karl Smith as co-mortgagors on June 14, 2012. Said mortgage was recorded on June 26, 2012 in Document ID 52500670. The Mortgage was subsequently assigned to Movant by way of Assignment of Mortgage recorded on January 6, 2017 in Document ID 53159069 in Philadelphia County.
4. William C. Miller Esq., is the Trustee appointed by the Court.
5. Co-Debtor Karl Smith, who has not filed for Bankruptcy in this case, is liable on the mortgage loan secured by the aforesaid mortgage together with the Debtor, Dana Lockett aka Lockett-Smith.
6. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).

7. Debtor(s) and Co-Debtor have failed to make the monthly post-petition mortgage payments in the amount of \$592.00 for the months of February 2018 through October 2018 and \$580.00 for November 2018 through February 2019 with monthly late charges at \$16.51 each for the months of February 2018 through January 2019.

8. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred \$850.00 in legal fees and \$181.00 in legal costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

9. The total amount necessary to reinstate the loan post-petition is **\$7,846.12** (plus attorney's fees & costs).

10. Debtor is currently delinquent in plan payments to the Chapter 13 Trustee in the amount of \$497.00.

11. Movant is entitled to relief from stay for cause.

12. Movant further seeks relief in order to, at its option, offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement. Movant may contact Debtor(s) via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement.

13. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

/s/ Kevin G. McDonald, Esquire
Kevin G. McDonald, Esquire
Rebecca A. Solarz, Esquire

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